

CITY OF ROCHESTER, NH  
31 Wakefield St. Rochester, NH  
03867 INVITATION TO BID

City of Rochester, NH is soliciting a competitive bid;

1. BID: Bid 23-34 Street, Walking Trail & Aquatic Weed Control
2. BID Submission Options-Hardcopy, or Electronically:
  - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent 31 Wakefield St. Rochester, NH 03867. Reference **Bid 23-34** on package. In person drop offs are to go to the Finance Office at City Hal, 31 Wakefield Street, Rochester, NH 03867
  - b) Submit Electronically via Email: [RFP23-34@rochesternhnet.onmicrosoft.com](mailto:RFP23-34@rochesternhnet.onmicrosoft.com) Include in Email subject line: **Bid 23-34**. An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.
3. Bid Receipt Date & Time: No later than **March 29, 2023 at 5:00pm**.
  1. Bid Opening Date & Time: **March 30, 2023 at 3:00pm**. Opening will be conducted in person in the Council Chambers, 31 Wakefield Street, Rochester, NH 03867.
  2. Bid Specifications, Questions & Addendums (Q&A): Can be obtained by visiting <https://rochesternh.net/bids> see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), 603-335-7602. Note Q&A updates will end one week prior to bid opening.
  3. Bid Results: Results of bids can be obtained at <https://rochesternh.net/bids>, in **CLOSEDBIDS** Section. Select the specific bid to see all results, or contact Purchasing Agent.

**CITY OF ROCHESTER, NEW HAMPSHIRE  
BID SPECIFICATIONS  
STREET, WALKING TRAIL & AQUATIC WEED CONTROL**

- The City of Rochester is seeking bids for crack and crevice weed control along city sidewalks/curbing and parking lots, rash causing plant control along Pickering Pond walking trails, and for emergent weed control on berms at the Rochester Wastewater Treatment Facility (WWTF).
- Contractor must be currently licensed through the New Hampshire Division of Pesticide Control in the categories of Right of Way Weed Control and Aquatic Pest Control. Annual copy of Commercial Applicator for Hire License required. Contractors must list licensed applicators.
- Contractor must conduct all herbicide applications in accordance with all applicable Federal and State of New Hampshire regulations as well as current best practices of the industry.
- Contractor must supply all necessary transportation, equipment, licensed labor and State approved herbicide(s). Contractor must complete herbicide applications to designated streets and parking lots, walking trails and designated areas of the Wastewater Treatment Facility. Only herbicides with valid EPA Registration numbers, State of NH Registration numbers, and State of NH approved may be applied. Applications at the Wastewater Treatment Facility will be completed in May, June, July, August, and September of each fiscal year. All other areas application locations through September of each year.
- Record Keeping by Contractor: All applications of herbicide by Contractor shall be recorded simply and accurately and be available to the City on request. Contractor shall keep and maintain these records for a period of at least two (2) years whether or not there is a renewal of contract. The following facts shall be included in records maintained by the Contractor: 1) Area, site, crop treated and its location. 2) Herbicide(s) and formulation. 3) Dosage applied. 4) Method of application. 5) Date or dates of application. 6) Target organisms. 7) The registrants or permittee's of the Contractor who participated.
- Contractor must obtain a Right of Way Special Permit from the New Hampshire Division of pesticide control before the onset of weed control activities along city sidewalks and/or curbing and parking lots. Copy of application and special permit must be submitted by the Contractor to the City prior to first annual application. Copy to be kept on file at the Public Buildings & Grounds office and at the Wastewater Treatment Facility.
- Contractor must be licensed in and obtain a Aquatic Special Permit from the New Hampshire Division of pesticide control before the onset of weed control activities at the Rochester Wastewater Treatment Facility.
- Contractor must submit to the city a usage report at the end of each application and must also submit a copy of required State of NH Annual Usage Report by December 1<sup>st</sup>.
- Contractor is responsible for the disposal of all herbicide(s) and containers at no additional cost to the City. Such disposal shall be conducted in accordance with all applicable Federal and State of NH regulations.
- Contractor must be experienced in street weed control and aquatic pest control and have obtained a Special Permit for a municipal street weed control program and an Aquatic Special Permit in New Hampshire within the past two (2) years. Contractor must be experienced in weed identification, biology and control.

- No subcontractors shall be allowed unless written approval is given by the City of Rochester and State of NH.
- The Contractor shall provide occasional consultation on vegetation control at no additional cost to the City.
- The Contractor shall include occasional testimony at litigation proceedings at no additional cost to the City if related or pertaining to Contractors application(s).
- The City of Rochester reserves the right, at it's sole discretion, to consider qualifications and experience with New Hampshire street weed control and aquatic weed control programs in selection of a weed control contractor. Contractor may provide information on supervisory qualifications and past experiences with street weed control and aquatic weed control as part of this bid.

This bid is a three (3) year bid, renewable each year. The bid shall remain in effect for one (1) year, and may be renewed for two (2) additional years based upon the following: 1) Satisfactory performance of the selected vendor as determined by the Public Works Director and the Purchasing Agent for the City of Rochester; and 2) mutual agreement between both the City of Rochester and the vendor selected. In the event that both parties agree, the award may be extended for one additional year.

- This contract is to cover calendar years: Starting April 2023, 2024, 2025 and ending December 2025.
- Cancellation of Award: The City Reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the city.

Contacts for the City are as follows:

Street Weed Control  
Control  
Michael Riley  
Department of Public Works  
Operator  
209 Chestnut Hill Road  
Rochester, NH 03867  
Telephone # 603-332-4096

Walking Trail and Aquatic Weed  
David Green  
Wastewater Treatment Plant Chief  
209 Chestnut Hill Road  
Rochester, NH 03867  
Telephone # 603-335-6942

Poison Ivy Control  
Ian Rohrbacher  
Water Treatment Facility  
209 Chestnut Hill Road  
Rochester, NH 03867  
Telephone # 603-335-4291

### **Specifications:**

#### **Item # 1 Street Weed Control**

Contractor will provide a weed control program on approximately 45 miles of city sidewalks, curb lines, traffic islands and parking lot pavement in site listing on page 10. The program designed for the city by the contractor, will keep all defined areas free of weed growth during the growing season.

Weed control to be completed during the growing season- May Through October or depending on weather/growing conditions.

Contractor must have at a minimum of 4 licensed applicators in the Right-of Way category with NH Division of Pesticide Control

Contractor must apply for a Special Permit from the NH Division of Pesticide Control

Contractor must provide a history of completing pavement weed control programs including qualifications of staff

#### **Item #2 Aquatic Weed Control**

Contractor will provide monthly weed control activities with non-residual, State approved herbicide(s) during the months of May, June, July, August, and September of each calendar year. Each month will include aquatic herbicide weed control to all designated areas of the Rochester Wastewater Treatment Facility at 151 & 245 Pickering Road. This area consists of 1.2 miles of berm, at approximately 50 feet wide (equal to 7.3 acres), plus all stone and rip-rap areas around buildings, culverts, structures and drainage ditches at approximately 500 feet long x 8 feet wide (equal to .1 acre), total area equals 7.4 acres per application, to be controlled. Additional areas may be added at additional cost.

#### **Item #3 Pickering Ponds Walking Trails & Fence Line**

Contractor will provide a monthly herbicide application with non-residual, State approved herbicide(s) during the months of May, June, July, August, and September of each calendar year. Each month will include 1.8 miles of designated walking trails adjacent to the Wastewater Treatment Facility known as the Pickering Pond walking trails. Application area will be the width of the maintained trails plus four (4) feet on each side. Each month will include identification of plants along the trail that would cause a rash on contact (i.e. poison ivy, poison oak, etc.) and invasive plants (i.e., Japanese Knotweed, Barberry, Multiflora Rosa, Buttersweet, etc.) an application of herbicide is required to such plants.

#### **Item #4 Fence Line and Maintenance Weed Control**

- 1) Contractor will apply herbicide along the complete length of chain link fence line roughly 1 foot on each side of fence at 151 and 245 Pickering Road WWTF sites (roughly 1.6 miles),
- 2) Contractor will apply herbicide on complete southerly end (old alum sludge lagoon) fence line to fence line up to waters edge as well as access Roads to Pickering Ponds walking trails plus 15 feet on outside of fence – defined application area is intended to be the point that mechanical riding lawnmowers can be used to maintain grass and vegetation up to herbicide application edge as required by the NH Dam Bureau for registered Dams (roughly 1 acre),
- 3) Contractor will provide herbicide along and around all guardrails, signs, posts, security gates, hydrants, structures, etc., one (1) foot each side so that weed whacking will not be

required to control vegetation growth at 151 and 245 Pickering Road WWTF sites (roughly 0.4 miles)  
Additional areas may be added at additional costs.

Item # 5                    **Pickering Ponds Walking Trails-Tick Control**

Contractor will provide a tick control application to Pickering Ponds Walking Trails if needed annually. Pre-approval required. Roughly 1.8 miles, application area will be width of maintained walking trails plus four feet on each side. Preapproval is required. This service will be scheduled when needed.

Item #6                    **Wastewater Plant Building Pesticide Control**

Contractor will provide a Hornet/Wasp control application to the administrative building at the Wastewater Treatment Facility (building size: single story 40' w X 80' l), if needed annually. Pre-approval required. This service will be scheduled if needed.

Contractor shall be responsible for providing advanced notification to the facility managers of any application activities.

Invoicing for Services: A checklist/summary documenting the extent of each required herbicide application is to be completed by the Contractor and submitted to the City of Rochester, Department of Public Works for all street weed control, walking trail & the aquatic weed control services within 30 working days of performance.

Failure to provide this service document within the specified time frame, constitutes a breach of contract; unless a written waiver has been authorized by the Public Works Director prior to performing the work.

Item #7                    **Water Plant Poison Ivy Spraying and Vegetation Control**

Contractor will provide Poison Ivy Spraying and Vegetation Control at the Water Treatment Plant. Total square footage is as follows: Boathouse(202A)-3,300 sq ft., Round Pond-2,850 Sq ft, Chesley Hill Tank-2,400 sq ft., Berry River/Paradis-750 sq ft., Front Gate-, 1,000 sq. ft., Intake Building-300 sq ft., Sed basins 100 sq ft. This service will be scheduled if needed.

**2023 Weed Control Street and Site Listing****DOWNTOWN STREETS**

AUTUMN STREET  
BRIDGE STREET  
CENTRAL AVENEUE  
CHURCH STEET  
COLUMBUS AVENUE/ROUTE 125  
CROCK STREET  
DODGE COURT  
HANSON STREET  
LINSCOTT STREET  
MAIN STREET, EAST ROCHESTER  
MAIN STREET, GONIC  
LAFAYETTE ST.  
CHESTNUT ST.  
PINE ST.  
MAPLE ST.  
WALDRON ST.  
PORLAND AVENUE FROM MAIN STREET EAST ROCHESTER TO SOUTH MAIN STREET  
WASHINGTON STREET FROM WALNUT STREET TO BROCK STREET  
NORTH MAIN STREET FROM TWOPMBLY STREET TO SPAULDING TURNPIKE  
CHESTNUT HILL ROAD FROM WAKEFIELD STREET TO SPAULDING TURNPIKE OVERPASS  
CHESTNUT HILL ROAD FROM WAKEFIELD STREET ALONG BACK SIDE OF COMMUNITY CENTER  
WAKEFIELD STREET FROM WHERE YOU LEAVE OFF AT GLENWOOD TO THE TRAFFIC LGIHT INTERSECTION AT CHESTNUT HILL ROAD (ONE SIDE OF THE ROAD)  
BROCK STREET FROM WASHINGTON STREET TO COLMBUS AVENEUE  
COLUMBUS AVENEUE FROM AROMA JOES TO LOWELL STREET  
CHARLES STREET FROM PORTLAND STREET EXTENSION TO COLUMBUS AVENEUE  
SOUTH MAIN STREET FROM FRANKLIN STREET TO FRISBEE HOSPITAL BOTH SIDES  
OTHER STREETS MAY BE ADDED AS NEEDED

**PARKING LOTS**

CITY HALL COMPLEX  
COMMUNITY CENTER  
2 FIRE STATIONS  
LIBRARY

**ROCHESTER PARKS**

COMMONS WALKING PATHS

BLAIR PARK

DUVAL PARK

HANSON PINES BASKETBALL COURT

BARE GROUND OF BALLFIELD AT THE COMMONS

Bid forms to be submitted are on pager 17 and 18.

**INSTRUCTION TO**  
**BIDDERS**

- I. PREPARATION OF BIF PROPOSAL**
- II. IRREGULAR PROPOSALS**
- III. DELIVERY OF PROPOSALS**
- IV. ELECTRONIC BID FORMAT**
- V. WITHDRAWAL OF BID PROPOSAL**
- VI. PUBLIC OPENING OF BID PROPOSAL**
- VII. DISQUALIFICATION OF BIDDERS**
- VIII. CONSIDERATION OF PROPOSALS**
- IX. AWARD OF CONTRACT**
- X. CANCELLATION OF AWARD**
- XI. BID EVALUTAION**
- XII. LAWS, PERMITS & REGULATIONS**
- XIII. INSURANCE & LEGAL BUSINESS ENTITY**
- XIV. DEFAULT & TERMINATION OF CONTRACT**
- XV. OPENING BID RESULTS**
- XVI. BID FORM**



## **I. PREPARATION OF BIF PROPOSAL**

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the city's response to the question to all known prospective bidders.

## **II. IRREGULAR PROPOSALS**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate py items.

## **III. DELIVERY OF BID PROPOSALS**

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Emailed or faxed bid proposals are not acceptable.

**IV. ELECTRONIC BIDS:** Due to Covid-19 the City of Rochester has incorporated an electronic bid process. If an electronic format is to be utilized specific submission instructions will be identified in the bid cover page.

#### **V. WITHDRAWAL OF BID PROPOSALS**

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

#### **VI. PUBLIC OPENING OF BID PROPOSALS**

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids.

Bidders, their authorized agents, and other interested parties are invited to be present.

#### **VII. DISQUALIFICATION OF BIDDERS**

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

#### **VIII. CONSIDERATION OF PROPOSALS**

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

#### **IX. AWARD OF CONTRACT**

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

#### **X. CANCELLATION OF AWARD**

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability or other claim against the City.

#### **XI. BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility)

#### **XII. LAWS, PERMITS AND REGULATIONS**

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

### **XIII. INSURANCE & LEGAL BUSINESS ENTITY**

1. Contractor and any related subcontractors will carry appropriate liability insurance, and be a legal business entity authorized to conduct business in the State of New Hampshire.

### **XIV. DEFAULT AND TERMINATION OF CONTRACT**

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

### **XV. OBTAINING BID RESULTS**

Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

**Bid Proposal**

(1 of 2)

Bid #23-00

**Item #1-Street Weed Control Department of Public Works**

	Price Per Mile	Price Per Application	Est Yearly Visits (5) May, June, July, Aug, Sept.
2023			
2024			
2025			

**Item # 2-Aquatic Weed Control Wastewater treatment Facility Berm**

	Price Per Mile	Price Per Application	Yearly Visits (5) May, June, July, Aug, & Sept.
2023			
2024			
2025			

**Item #3 Weed Control Pickering Ponds Walking Trails**

	Price Per Mile	Price Per Application	Yearly Visits (5) May, June, July, Aug, & Sept.
2023			
2024			
2025			

**Item #4 Weed Control Fence Line & Maintenance**

	Price Per Mile	Price Per Application	Yearly Visits (5) May, June, July, Aug, Sept.
2023			
2024			
2025			

**Bid Proposal**  
(2 Of 2)

**Item #5 Pesticide Tick Control Pickering Ponds Walking Trails**

		Price Per Application	Est Annual Visits (3)
2023			
2024			
2025			

**Item #6 Pesticide Control Wastewater Plant Building**

		Price Per Application	Est Annual Visits (2)
2023			
2024			
2025			

**Item #7 Water Plant Poison Ivy Spraying and Vegetation**

	Price Per Square Foot	Price Per Application	Annual Visit
2023			
2024			
2025			

**Representative Printed Name:** \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax \_\_\_\_\_

Prices Good through date: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Bid results will be posted after 48 hours on the City of Rochester’s web site:  
[www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address:  
[purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)